

New Jersey Department of Health and Senior Services

**New Jersey Medicaid Program
Title XIX (Medicaid)**

**PARTICIPATION AGREEMENT
BETWEEN**

**NEW JERSEY DEPARTMENT OF HEALTH AND SENIOR SERVICES
AND**

(Medical Day Care Program - Adults)

Name and Address of Facility	State License Number
	Medicaid Provider Number

This contract, made and entered into by and between the Department of Health and Senior Services, hereinafter designated as the Department, and the above-named Facility, a provider of services, hereinafter designated as the Facility, Witnesseth:

WHEREAS, various persons eligible for benefits under the New Jersey Medicaid Program are in need of medical day care, as more specifically set forth in Program regulations and guidelines; and

WHEREAS, Section 1902(a)(27) of Title XIX of the Social Security Act requires states to enter into a written agreement with every person or institution providing services under the State Plan for Medical Assistance (Title XIX); and

WHEREAS, pursuant to N.J.S.A. 30:4D-1 et seq., and the Reorganization Plan 001-1996, the Department administers this segment of the Medicaid Program and is authorized thereunder to take all necessary steps for the proper and efficient administration of the New Jersey Medicaid Program; and

WHEREAS, to participate in the New Jersey Medicaid Program, a Medical Day Care Facility must:

- (1) be licensed under the laws of New Jersey as a non-residential Adult Day Health Care Center by the Department;
- (2) be currently meeting, on a continuing basis, standards for licensure;
- (3) be administered by a qualified health professional;
- (4) meet on a continuing basis Federal and State standards for participation and, more specifically, Medical Day Care standards in Title XIX of the Social Security Act; and
- (5) accept the terms and conditions of participation set out herein.

NOW, THEREFORE, it is agreed, by both parties, as follows:

A. FACILITY AGREES:

1. That it will render all services which are required for participation in the Medical Day Care program for adults, including at a minimum: medical services, nursing services, social services, transportation, personal care services, dietary services, therapeutic activities, pharmaceutical and rehabilitation services.
2. That it will accept the Medical Day Care rate approved under the Medicaid Program as payment in full and will not make any additional charges to the participant or others on his behalf for Medicaid-covered services, except for authorized physical therapy and speech-language therapy which are not included in the per diem reimbursement and must be billed separately. Medical Day Care Centers for adults will be reimbursed in accordance with methods and procedures set forth in State regulations.
3. That it will promptly initiate and terminate billing procedures pursuant to applicable regulations, when individuals covered under this Program enter or leave the Facility or are assessed at a different level of care.

MEDICAL DAY CARE PROGRAM PARTICIPATION AGREEMENT, Continued

Name and Address of Facility	Medicaid Provider Number
<ol style="list-style-type: none"> 4. That it will limit billing procedures under this Program to those authorized participants and for those days on which Medical Day Care services have been received. 5. That it will make available to the appropriate State and/or Federal personnel or their agents, at all reasonable times and places in New Jersey, all necessary records including: <ol style="list-style-type: none"> a. Medical records as required by Section 1902(s)(27) from the Social Security Act of Title XIX and any amendments thereto; b. Records of all treatment, drugs, and services for which vendor payments are to be made under the Title XIX programs, including the authority for and the date of administration of such treatments, drugs, or services; c. Documentation in each participant's records which will enable the Department to verify that each charge is due and proper prior to payment; d. Financial records of the Facility, including data necessary to determine appropriate reimbursement rates; and e. All other records as may be found necessary by the Department to be in compliance with Federal or State law, rule, or regulations promulgated by the United States Department of Health and Human Services or by the Department. 6. That it will comply with the disclosure requirements specified in 42 CFR 455.100 through 42 CFR 455.106; 7. That the maximum number of daily participants will be in accordance with the Department's regulations and licensure standards. 8. That it will cooperate fully in permitting and assisting representatives of the Department to make assessments and evaluations of services needed by and provided to participants in general, and of individual participants who are recipients of the Medical Day Care services. 9. That it will secure and arrange for other health services as may be available for Medicaid patients pursuant to program regulations. 10. That it will comply with State and Federal Medicaid laws, and rules and regulations promulgated pursuant thereto. 11. That it will cooperate fully in permitting and assisting representatives of the Department in determining continuing conformity with the Federal and State standards applicable to non-residential Medical Day Care Facilities. 12. That it will notify the Provider Enrollment unit, within five working days, subsequent to any change in status of its license to operate as issued by the Department. 13. That it will notify the Department within five (5) working days, subsequent to any professional staff changes. 14. That it will notify the Medical Day Care participants, in writing, thirty (30) days prior to the Facility's termination as a Medicaid provider. 15. That the Facility may terminate its participation in the Medicaid Program upon a minimum of sixty (60) days written notice to the Department. 	

MEDICAL DAY CARE PROGRAM PARTICIPATION AGREEMENT, Continued

Name and Address of Facility	Medicaid Provider Number
<p>16. To comply with the requirements of Title VI of the Civil Rights Acts of 1964 and Section 504 of the Rehabilitation Act of 1973 and any amendments thereto; and Section 1909 of P.L. 92-603, Section 242(c) which makes it a crime and sets the punishment for persons who have been found guilty of making any false statement or representation of a material fact in order to receive any benefit or payment under the Medical Assistance Program. (The Department is required by Federal regulation to make this law known and to warn against false statements in an application/agreement or knowing a false statement of fact used in determining the right to a benefit, or in converting a benefit, from this program, to the use of any persons other than one for whom it was intended).</p> <p>17. That breach or violation of any one of the above provisions shall make this entire agreement subject to immediate cancellation at the Department's discretion, in keeping with the procedures adopted by the Department in accordance with the New Jersey Administrative Procedures Act.</p> <p>18. That it will immediately provide the Department with written notice of any change in ownership and/or operation of the Facility, including changes in leases, officers and directors, stock ownership or sale of the Facility, when:</p> <p style="margin-left: 20px;"><u>Corporate (Profit)</u></p> <p style="margin-left: 40px;">a. There is acquisition of or transfer of ownership through purchase, contract, donation, gift, stock option, etc., of 25% or more of a corporation's outstanding stock (preferred or common).</p> <p style="margin-left: 40px;">b. There is acquisition of the physical or intangible assets of the Facility by a newly formed or existing corporation.</p> <p style="margin-left: 20px;"><u>Partnership</u></p> <p style="margin-left: 40px;">a. There is acquisition of or transfer of ownership of 10% or more of the existing partnership's total capital interest.</p> <p style="margin-left: 40px;">b. There is acquisition of the physical or intangible assets of the Facility by a newly formed or existing partnership.</p> <p style="margin-left: 20px;"><u>Proprietorship</u></p> <p style="margin-left: 40px;">a. There is purchase of the physical or intangible assets of the Facility.</p> <p style="margin-left: 20px;"><u>Corporation (Non-Profit)</u></p> <p style="margin-left: 40px;">a. There is a change in the officer, trustee, directors or board members of the Facility.</p> <p>B. DEPARTMENT AGREES:</p> <p>1. That it will pay for authorized services provided by the Facility in keeping with the availability of State appropriations, on the basis of care required by the eligible individual as determined by the Department acting under the applicable regulations, but in no event will payment be made for any individual determined not to require Medical Day Care services.</p> <p>2. That it will reimburse the Medical Day Care Center through the appropriate fiscal agent in accordance with methods and procedures set forth in State regulations.</p> <p>3. That it will make such payments, in accordance with applicable laws and regulations, as promptly as is feasible after a proper claim is submitted and approved.</p> <p>4. That it will give the Facility, (subject to Section A, Paragraph 17 herein), thirty (30) days notice of any impending changes in status as a participating Medical Day Care Facility; the Department may terminate this Agreement without cause following ninety (90) days advance, written notice to the Provider.</p>	

MEDICAL DAY CARE PROGRAM PARTICIPATION AGREEMENT, Continued

Name and Address of Facility	Medicaid Provider Number
<p>5. That it will notify the Facility of any change in Title XIX rules and regulations as it relates to the Facility's program, and will work with the individual Facility to provide the best care available within the limitations of the law and available money.</p> <p>C. DEPARTMENT AND FACILITY MUTUALLY AGREE:</p> <p>1. That, in the event the Federal and/or State laws should be amended or judicially interpreted so as to render the fulfillment of this agreement, on the part of either party, not feasible or impossible, or if the parties to this agreement should be unable to agree upon modifying amendments which would be needed to enable substantial continuation of the Title XIX Program as a result of amendments or judicial interpretations, then, and in that event, both the Facility and the Department shall be discharged from future obligations created under the terms of this agreement, except for equitable settlement of the respective accrued interests up to the date of termination.</p> <p>2. That, in the event a participating Facility is sold, the Department shall make no division of the reimbursable proceeds for services rendered to Medicaid recipients between buyer and seller, but rather will reimburse the provider of record as of the billing month for all services rendered. Said Provider shall make the necessary adjustments.</p> <p>3. This agreement shall be effective on _____ and will continue unless terminated or amended prior thereto:</p> <p style="margin-left: 40px;">a. by mutual consent of the parties,</p> <p style="margin-left: 40px;">b. for cause under applicable clauses herein, or</p> <p style="margin-left: 40px;">c. because of Federal and/or State government withdrawal from Program participation.</p> <p>4. To be completed by the Facility and the Department:</p> <div style="margin-top: 40px; display: flex; justify-content: space-between;"><div style="width: 45%; text-align: center;"><p>_____ (Date)</p></div><div style="width: 45%; text-align: center;"><p>_____ [Name of Authorized Representative of Facility (Print)]</p><p>_____ (Title)</p><p>_____ (Signature of Authorized Representative of Facility)</p></div></div> <div style="margin-top: 20px; display: flex; justify-content: space-between;"><div style="width: 45%; text-align: center;"><p>_____ (Date)</p></div><div style="width: 45%; text-align: center;"><p>_____ [Name of Authorized Representative of NJDHSS (Print)]</p><p>_____ (Title)</p><p>_____ (Signature of Authorized Representative of NJDHSS)</p></div></div>	